

## AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of September, 2018 ("Effective Date"), by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, ("COUNTY"), and Shaw/Yoder/Antwhi, Inc. and Michael Y. Corbett and Associates, a state legislative advocacy services provider, whose address is 1415 L Street, Suite 1000, Sacramento, California 95814, ("CONTRACTOR"). Each party may individually be referred to as a "Party" or collectively as "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the COUNTY has a need for State legislative advocacy services; and

WHEREAS, the CONTRACTOR is qualified and willing to perform these services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties agree as follows:

## 1. OBLIGATIONS OF THE CONTRACTOR, SCOPE OF SERVICES

CONTRACTOR shall perform the services listed in this Agreement and shall provide all necessary equipment and personnel possessing the skills, experience, education, and competence necessary to perform such services. CONTRACTOR shall coordinate services through the COUNTY's Administrative Office. Paul J. Yoder shall be the day-to-day contact person for CONTRACTOR and shall coordinate the person(s) who will perform the following services for COUNTY:

A. CONTRACTOR shall identify and monitor State legislative and administrative activities that may affect COUNTY, help COUNTY identify strategies and political considerations, make recommendations, and help COUNTY implement responses.

B. CONTRACTOR shall assist, when requested by COUNTY, in analyzing legislation/regulations to determine any impact on COUNTY.

C. CONTRACTOR shall, after consultation with COUNTY, initiate appropriate actions to advocate COUNTY's interests in State legislative, regulatory and administrative actions, including but not limited to, written and/or oral presentations to legislative committees, members and

1 staff of the Assembly/Senate, the Executive Branch, and officials of State government and other  
2 responsible individuals regarding the COUNTY's position on bills, policy and budgetary issues.

3 D. CONTRACTOR shall assist in the revision of the COUNTY State legislative  
4 platform, proposed legislation, regulatory and/or administrative policies and rules, and training of  
5 COUNTY staff in such matters.

6 E. CONTRACTOR shall assist COUNTY departments in maximizing state and  
7 federal funding of COUNTY programs, including grant opportunities.

8 F. CONTRACTOR shall advise COUNTY when participation by COUNTY's officials  
9 in State hearings and meetings would further COUNTY's interests, and shall arrange, coordinate, and  
10 schedule COUNTY's officials for such hearings and meetings through COUNTY's Administrative Office.

11 G. CONTRACTOR shall work as needed with the California State Association of  
12 Counties (CSAC), and governmental affairs representatives of other agencies and organizations on  
13 issues of common interest to COUNTY.

14 H. CONTRACTOR shall facilitate formal and informal communication with State  
15 officials on behalf of COUNTY, and shall keep in contact with State officials in order to anticipate State  
16 actions that may affect COUNTY.

17 I. CONTRACTOR shall report to the COUNTY on the services performed on behalf  
18 of COUNTY under this Agreement, including written status reports on the sessions' major issues,  
19 regular weekly communication with the County Administrative Office's legislative representative through  
20 telephonic reports and/or emailed legislative alerts on urgent issues, summaries of bills of specific  
21 interest to the COUNTY including when each bill is amended, committee analysis on COUNTY  
22 sponsored legislation, and shall, when requested but at least annually, appear before COUNTY's Board  
23 of Supervisors at a regularly scheduled meeting to report on services performed on behalf of the  
24 COUNTY during the legislative session, and to receive direction for the remaining or next session.

25 J. CONTRACTOR shall prepare the appropriate "Reports of Lobbyist Employer" in a  
26 timely fashion for execution by COUNTY and submission to the State Fair Political Practices  
27 Commission.

28

1                   K. CONTRACTOR shall provide professional and technical staff support to the  
2 COUNTY, including but not limited to, up-to-date tracking of legislation, administrative rule-making,  
3 State hearings, responding to COUNTY questions related to services provided under this Agreement,  
4 and performing as a day-to-day liaison between COUNTY and the State government.

5                   L. CONTRACTOR shall maintain a governmental affairs office in Sacramento  
6 including necessary support staff, equipment and established arrangements to obtain legislative bills  
7 and other publications, such as administrative rules, reports, studies, etc. CONTRACTOR shall register  
8 with the California Secretary of State's Office as a lobbyist.

9                   M. It is anticipated that CONTRACTOR shall perform the services for COUNTY  
10 under this Agreement through Michael Y. Corbett and Paul J. Yoder and staff as appropriate.  
11 CONTRACTOR shall inform the County Administrative Officer in writing of any change in Mr. Corbett's  
12 and Mr. Yoder's responsibilities related to this Agreement.

13                   2. TERM

14                   The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2019  
15 through and including December 31, 2021. This Agreement may be extended for two (2) additional  
16 consecutive twelve (12) month periods upon written approval of both Parties no later than thirty (30) days  
17 prior to the first day of the next twelve (12) month extension period. The County Administrative Officer or  
18 his or her designee is authorized to execute such written approval on behalf of COUNTY based on  
19 CONTRACTOR'S satisfactory performance.

20                   3. TERMINATION

21                   A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
22 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
23 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
24 terminated, at any time by giving CONTRACTOR thirty (30) days advance written notice.

25                   B. Breach of Contract - COUNTY may immediately suspend or terminate this  
26 Agreement in whole or in part, where in the determination of COUNTY there is:

27                   1) An illegal or improper use of funds;  
28                   2) A failure to comply with any term of this Agreement;

- 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

4. **COMPENSATION/INVOICING:** COUNTY agrees to pay CONTRACTOR for services rendered pursuant to this Agreement. COUNTY shall pay CONTRACTOR \$93,367 per year for Year 1 (January 1, 2019 through December 31, 2019), Year 2 (January 1, 2020 through December 31, 2020) and Year 3 (January 1, 2021 through December 31, 2021) of this Agreement. COUNTY shall make payments to CONTRACTOR in equal monthly installments. Effective January 1, 2022, COUNTY shall pay CONTRACTOR \$96,168 for Year 4 (January 1, 2022 through December 31, 2022) and Year 5 (January 1, 2023 through December 31, 2023) of this Agreement. CONTRACTOR agrees the above sums shall constitute full compensation for all services, expenses and costs incurred in performing this Agreement. The total not to exceed amount for all possible five (5) years of the Term of this Agreement shall not exceed four hundred seventy two thousand, four hundred and thirty seven dollars (\$472,437).

CONTRACTOR shall submit monthly invoices in triplicate to COUNTY at County of Fresno, County Administrative Office, 2281 Tulare Street, Room 304, Fresno, CA 93721. Payments shall be made after a minimum of forty-five (45) days from the date COUNTY receives CONTRACTOR's invoice.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

5. **INDEPENDENT CONTRACTOR:** In performance of the work, duties and obligations

1 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that  
2 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all  
3 times be acting and performing as an independent contractor, and shall act in an independent capacity and  
4 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
5 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which  
6 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer  
7 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the  
8 terms and conditions thereof.

9 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
10 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

11 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right  
12 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
13 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
14 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
15 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
16 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
17 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

18 6. MODIFICATION: Any matters of this Agreement may be modified from time to time by the  
19 written consent of all the Parties without, in any way, affecting the remainder.

20 7. NON-ASSIGNMENT: Neither Party shall assign, transfer or sub-contract this Agreement  
21 nor their rights or duties under this Agreement without the prior written consent of the other Party.

22 8. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at  
23 COUNTY'S request, defend COUNTY, its officers, agents, and employees from any and all costs and  
24 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
25 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its  
26 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including  
27 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,  
28 or corporation who may be injured or damaged by the performance, or failure to perform, of

1 CONTRACTOR, its officers, agents, or employees under this Agreement.

2 This Section 8 shall survive the termination of this Agreement.

3 **9. INSURANCE**

4 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third  
5 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance  
6 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or  
7 Joint Powers Agreement (JPA) throughout the term of the Agreement:

8 **A. Commercial General Liability**

9 Commercial General Liability Insurance with limits of not less than One Million Dollars  
10 (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This  
11 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
12 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
13 liability or any other liability insurance deemed necessary because of the nature of this contract.

14 **B. Automobile Liability**

15 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
16 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
17 used in connection with this Agreement.

18 **C. Professional Liability**

19 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
20 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
21 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

22 **D. Worker's Compensation**

23 A policy of Worker's Compensation insurance as may be required by the California Labor  
24 Code.

25 **Additional Requirements Relating to Insurance**

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming  
27 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
28 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for

1 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
2 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
3 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
4 a minimum of thirty (30) days advance written notice given to COUNTY.

5 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
6 employees any amounts paid by the policy of worker's compensation insurance required by this  
7 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
8 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
9 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

10 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
11 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
12 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will  
13 administer this contract), stating that such insurance coverage have been obtained and are in full force; that  
14 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the  
15 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents  
16 and employees, individually and collectively, as additional insured, but only insofar as the operations under  
17 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance  
18 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,  
19 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein;  
20 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,  
21 written notice given to COUNTY.

22 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
23 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
24 Agreement upon the occurrence of such event.

25 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
26 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
27 FSC VII or better.

28 10. AUDITS AND INSPECTIONS: CONTRACTOR shall at any time during business hours,

1 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of  
2 its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall,  
3 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data  
4 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

5 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to  
6 the examination and audit of the California State Auditor for a period of three (3) years after final payment  
7 under contract (Government Code Section 8546.7).

8 11. NOTICES: The persons and their addresses having authority to give and receive notices  
9 under this Agreement include the following:

10 COUNTY  
11 COUNTY OF FRESNO  
12 County Administrative Office  
13 Hall of Records, Room 304  
14 2281 Tulare Street  
15 Fresno, CA 93721

16 CONTRACTOR  
17 Shaw/Yoder/Antwihi, Inc.  
18 Attention: Paul J. Yoder  
19 1415 L. Street, Suite 1000  
20 Sacramento, CA 95814

21 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
22 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
23 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
24 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
25 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
26 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
27 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
28 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
beginning with section 810).

1           12. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall  
2 only be in Fresno County, California.

3           The rights and obligations of the parties and all interpretation and performance of this Agreement  
4 shall be governed in all respects by the laws of the State of California.

5           13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

6           This provision is only applicable if CONTRACTOR is operating as a corporation (a for-profit or  
7 non-profit corporation) or if during the term of this Agreement, CONTRACTOR changes its status to  
8 operate as a corporation.

9           Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that  
10 they are a party to while CONTRACTOR is providing goods or performing services under this  
11 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party  
12 and in which one or more of its directors has a material financial interest. Members of the Board of  
13 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
14 Self-Dealing Transaction Disclosure Form, attached as Exhibit A and incorporated by reference, and  
15 submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately  
16 thereafter.

17           14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
18 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
19 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
20 understanding of any nature whatsoever unless expressly included in this Agreement

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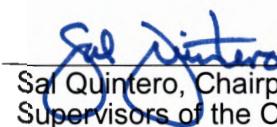
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1                   IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.  
3

4                   **MICHAEL Y. CORBETT AND  
5                   ASSOCIATES**

6                     
7                   Michael Y. Corbett, Owner  
8                   770 L Street, Suite 950  
9                   Sacramento, CA 95814

10                   **COUNTY OF FRESNO**

11                     
12                   Sal Quintero, Chairperson of the Board of  
13                   Supervisors of the County of Fresno

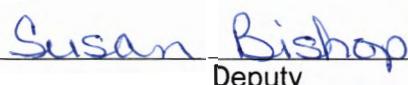
14                   **SHAW/YODER/ANTWIH, INC.**

15                     
16                   Joshua Shaw, President  
17                   1415 L Street, Suite 1000  
18                   Sacramento, CA 95814

19                     
20                   Paul J. Yoder, Secretary and  
21                   Treasurer  
22                   1415 L Street, Suite 1000  
23                   Sacramento, CA 95814

24                   **ATTEST:**  
25                   Bernice E. Seidel  
26                   Clerk of the Board of Supervisors  
27                   County of Fresno, State of California  
28

By:

  
Susan Bishop

Deputy

24                   **FOR ACCOUNTING USE ONLY:**

25                   Fund No.: 0001  
26                   ORG No.: 2540  
27                   Account No.: 7295